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Attorneys for Defendant Coos County

UNITED STATES DISTRICT COURT

THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,

Plaintiff,

v.

MASTEC, INC., and
COOS COUNTY, a county of the
State of Oregon,

Civil Action No. 06-01697-HO

Defendants.)
)
)

CONSENT DECREE

WHEREAS, the Plaintiff, the United States of America, on behalf of the United States Corps of Engineers (“Corps”), filed the Complaint herein against Defendants MasTec, Inc., and Coos County, alleging that Defendants violated Section 301(a) of the Clean Water Act (“CWA”), 33 U.S.C. § 1311(a);

WHEREAS, Defendant Coos County engaged Defendant MasTec, Inc. to construct a natural gas pipeline originating near Roseburg, Oregon and extending west to Coos Bay, Oregon;

WHEREAS, the Complaint alleges that Defendants violated CWA Section 301(a) by: (1) violating conditions of a CWA permit at more than 165 Sites in construction of a 60-mile pipeline originating near Roseburg, Oregon, extending west to Coos Bay, Oregon (“mainline pipeline”) and more fully described in the Complaint; and (2) discharging dredged or fill material and/or controlling and directing the discharge of dredged or fill material into waters of the United States at more than 15 Sites in construction of 11 miles of a lateral pipeline branching off the mainline pipeline at Fairview, Oregon, extending to Coquille, Oregon (“lateral pipeline”) and more fully described in the Complaint, without authorization by the Corps;

WHEREAS, the Complaint seeks (1) to enjoin the discharge of pollutants into waters of the United States in violation of CWA Section 301(a), 33 U.S.C. § 1311(a); (2) to require Defendants, at their own expense and at the direction of the Corps, to restore and/or mitigate the damages that may have been caused by the alleged unlawful activities; and (3) to require Defendants to pay civil penalties as provided in 33 U.S.C. § 1319(d);

WHEREAS, the Corps and Coos County entered into a Memorandum of Agreement on September 9, 2004 (“MOA”) to resolve claims against Coos County alleging Clean Water Act violations arising from construction of the Coos County Natural Gas Pipeline;

WHEREAS, the United States and Coos County intend to embody the substance of the MOA in this Consent Decree;

WHEREAS, this Consent Decree is intended to constitute: (1) a complete and final settlement of the United States' claims against Coos County under the CWA set forth in the Complaint regarding the Sites and (2) a complete and final resolution of any CWA § 404 permitting requirements for the lateral pipeline;

WHEREAS, the United States and Coos County agree that settlement of the claims against Coos County is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving the United States' claims under the CWA against Coos County in this case; and

WHEREAS, the Court finds that this Consent Decree is a reasonable and fair settlement of the United States' claims against Coos County in this case, and that this Consent Decree adequately protects the public interest in accordance with the CWA and all other applicable federal law.

THEREFORE, before the taking of any testimony upon the pleadings, without the adjudication or admission of any issue of fact or law, except as provided in Section I below, in consideration of the mutual benefits to be gained by the United States and Coos County, and with the consent and mutual agreement of the United States and Coos County by their authorized representatives, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of these actions and over the parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

2. Venue is proper in the United States District Court of Oregon pursuant to CWA Section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c), because Coos County conducts business in this District, the subject property is located in this District, and the causes of action alleged herein arose in this District.

3. The Complaint states claims upon which relief can be granted pursuant to Sections 301, 309 and 404 of the CWA, 33 U.S.C. §§ 1311, 1319 and 1344.

II. APPLICABILITY

4. The obligations of this Consent Decree shall apply to and be binding upon Coos County, its officers, directors, successors and assigns. Coos County will ensure that the obligations of this Consent Decree will be fulfilled, either by Coos County directly, or by its officers, directors, agents, employees, servants, or any person, firm, association or corporation who is, or will be, acting in concert or participation with Coos County, whether or not such person has notice of this Consent Decree. In any action to enforce this Consent Decree, Coos County shall not raise as a defense the failure of any of its officers, directors, agents, employees, successors or assigns, any person, firm or corporation acting in concert or participation with Coos County to take any actions necessary to comply with the provisions hereof.

5. The sale or transfer of ownership or other interest in any portion of Restoration Sites identified in Appendix A shall not alter or relieve Coos County of its obligation to comply with all of the terms of this Consent Decree. At least thirty (30) days prior to the sale and at least fifteen (15) days prior to the transfer of ownership or other interest in the Restoration Sites by

Coos County or any successor in interest, the party making such sale or transfer shall provide written notice and a true copy of this Consent Decree to the proposed transferee and shall simultaneously notify the Corps, and the United States Department of Justice at the addresses specified in Section XII below that such notice has been given. As a condition to any such sale or transfer, Coos County, before making the sale or transfer, shall reserve all rights necessary to comply with the terms of this Consent Decree.

III. SCOPE OF CONSENT DECREE

6. This Consent Decree shall constitute a complete and final settlement of all administrative and civil claims for violations alleged in the Complaint against Coos County under CWA Section 301 concerning the Sites.

7. It is the express purpose of the parties in entering this Consent Decree to further the objectives set forth in CWA Section 101, 33 U.S.C. § 1251. All plans, studies, construction, remedial maintenance, monitoring programs, and other obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall have the objective of causing Coos County to achieve and maintain full compliance with, and to further the purposes of, the CWA.

8. Except as in accordance with this Consent Decree, Coos County and Coos County's agents, successors, assigns, and transferees are enjoined from discharging any pollutant into waters of the United States, unless such discharge complies with the provisions of the CWA and its implementing regulations.

9. The parties acknowledge that CWA Nationwide Permit 32, found at 67 Fed. Reg. 2084 (Jan. 15, 2002), authorizes any dredged or fill material that was placed in waters of the United States as of January 1, 2005, in the areas identified in Appendix A (locations of alleged unlawful fill), to remain in place, subject to the conditions provided in the Nationwide Permit

and this Consent Decree. The parties further acknowledge that Nationwide Permit 32 (67 Fed. Reg. 2084), authorizes the discharge of dredged or fill material insofar as such discharge is necessary to complete the work required to be performed pursuant to this Consent Decree. Any such discharge of dredged or fill material necessary for work required by this Consent Decree shall be subject to the conditions of the Nationwide Permit and this Consent Decree.

10. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to Sections 402 or 404 of the CWA, 33 U.S.C. §§ 1342 or 1344, or any other law. Nothing in this Consent Decree shall limit the ability of the Corps to issue, modify, suspend, revoke or deny any individual permit or any nationwide or regional general permit, nor shall this Consent Decree limit the Corps' ability to exercise its authority pursuant to Section 404 of the CWA, 33 U.S.C. § 1344.

11. This Consent Decree in no way affects or relieves Coos County of its responsibility to comply with any applicable federal, state, or local law, regulation or permit.

12. This Consent Decree in no way affects the rights of the United States or Coos County as against any person not a party to this Consent Decree.

13. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree and applicable law.

14. Nothing in this Consent Decree shall constitute an admission of fact or law by any party. Without diminishing in any way the rights of the Corps or any other state or federal agency, the existence and substance of this Consent Decree, and the obligations assumed by Coos County hereunder, are in no way intended to reflect an admission of liability by Coos County or a concession as to the violation of any statute, rule, or order by Coos County.

IV. CIVIL PENALTIES

15. Coos County shall pay a civil penalty to the United States in the amount of seventy-five thousand dollars (\$75,000), in three equal payments over the course of three years. The first payment of \$25,000 shall be paid within 30 days of entry of this Consent Decree. The second payment of \$25,000 shall be paid by June 30, 2009. The third payment of \$25,000 shall be paid by June 30, 2010.

16. Coos County shall make the above-referenced payment by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number (2004-R00866), and the Corps and the DOJ case number (90-5-1-1-1-17191). Payment shall be made in accordance with instructions provided to Coos County by the Financial Litigation Unit of the United States Attorney's Office for the United States District of Oregon. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day.

17. Upon payment of the civil penalty required by this Consent Decree, Coos County shall provide written notice, at the addresses specified in Section XII of this Consent Decree that such payment was made in accordance with Paragraph 16.

18. Civil penalty payments pursuant to this Consent Decree (including stipulated penalty payments under Section XI) are penalties within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), or of 26 C.F.R. § 1.162-21 and are not tax deductible expenditures for purposes of federal law.

V. SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEPs)

19. Coos County shall complete Supplemental Environmental Projects, as specifically described and provided in Appendix B (the "SEPs"). As set forth in Appendix B, the SEPs

involve fish passage improvement at sites in watersheds affected by the pipeline construction.

Coos County shall design each SEP in accordance with the Stream Simulation Criteria contained in Appendix B.

20. Coos County shall complete the SEPs by September 15, 2011.

21. Coos County hereby certifies that the SEPs are not required under any other state, local or federal law or regulation and that the SEPs are not to be implemented as a consequence of another agreement to which Coos County is a party. Coos County also certifies that it has not negotiated, is not presently negotiating, and will not in the future negotiate to initiate or complete the SEPs in response to any other local, state or federal enforcement action or in order to receive a grant from any entity.

22. Coos County hereby agrees not to claim any funds expended in the performance of the SEP as a deductible expense for purposes of any applicable local, state or Federal taxes.

VI. RESTORATION

23. Coos County has performed extensive restoration of sites impacted by pipeline construction activities, in accordance with the Stream Restoration Plan, attached as Appendix D (GeoEngineers restoration plan), which Coos County developed with oversight from the Corps.

24. Coos County shall perform additional site-specific restoration under the terms and conditions stated in Appendix A (Site Specific Restoration), appended hereto and incorporated herein by reference.

25. Upon completion of the terms and conditions of Appendix A, Coos County shall not mow, cut, clear, cultivate, dredge, excavate, farm, fill, dewater, drain or otherwise disturb in any manner whatsoever any location identified in Appendices D (GeoEngineers Restoration Plan) and A (Site Specific Restoration), except as approved by the Corps.

26. To ensure that all parcels of land identified in Appendix A remain undisturbed,

and that any purchaser or transferee has notice of this Consent Decree and its requirements, Coos County shall, within fifteen (15) days of entry of this Consent Decree, record a certified copy of this Consent Decree, or memorandum thereof as set forth in Appendix C, with the Recorder of Deeds Office, in Coos and Douglas Counties, Oregon. This Consent Decree, or a short form memorandum thereof, shall (i) be recorded as an encumbrance against the interests of Coos County, as grantee, under the various Permanent Natural Gas Utility Pipeline Easement Agreements recorded with respect to the Restoration Sites, as more particularly set forth in Appendix C attached hereto.

VII. NOTICES AND OTHER SUBMISSIONS

27. Within 30 days after the deadline for completing any task set forth in Appendices A (Site Specific Restoration) and B (SEPs) of this Consent Decree, Coos County shall provide the United States with written notice, at the addresses specified in Section XII of this Consent Decree, of whether or not that task has been completed

28. If the required task has been completed, the notice shall specify the date when it was completed, and explain the reasons for any delay in completion beyond the scheduled time for such completion required by the Consent Decree.

29. In all notices, documents or reports submitted to the United States pursuant to this Consent Decree, Coos County shall, by signature of a Coos County Commissioner, certify such notices, documents and reports as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

VIII. RETENTION OF RECORDS AND RIGHT OF ENTRY

30. Until 10 years after entry of this Consent Decree, Coos County shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the tasks in Appendices A (Site Specific Restoration) and B (SEPs), regardless of any public or county retention policy to the contrary. Until 10 years after entry of this Consent Decree, Coos County shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the tasks in Appendices A (Site Specific Restoration) and B (SEPs).

31. Until two years after the entry of final judgment resolving all claims asserted in this lawsuit against any party, Coos County shall preserve and retain all records, documents or other materials now in its possession or control or which come into its possession or control that relate in any manner to the construction of the mainline pipeline or any lateral pipeline, or to the lawsuit captioned MasTec North America, Inc., and MasTec, Inc. v. Coos County, No. 04-cv-278-AA (D. Or.).

32. At the conclusion of each document retention period, Coos County shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Coos County shall deliver any such records or documents to the Corps. Coos County may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Coos County asserts such a privilege, it shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document,

record, or information; and (6) the privilege asserted by Coos County. However, no documents, reports or other information created or generated to satisfy any requirement of the Consent Decree shall be withheld on the grounds that they are privileged.

33. A. Until termination of this Consent Decree, Coos County authorizes the United States and its authorized representatives and contractors to enter any Site covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- 1) Monitor the activities required by this Consent Decree;
- 2) Verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- 3) Obtain samples;
- 4) Inspect and evaluate Coos County's restoration and/or mitigation activities;
- and
- 5) Inspect and review any records required to be kept under the terms and conditions of this Consent Decree and the CWA.

B. This provision of this Consent Decree is in addition to, and in no way limits or otherwise affects, the statutory authorities of the United States to conduct inspections, to require monitoring and to obtain information from Coos County as authorized by law.

IX. DISPUTE RESOLUTION

34. Any dispute that arises with respect to the meaning or requirements of this Consent Decree shall be, in the first instance, the subject of informal negotiations between the United States and Coos County to attempt to resolve such dispute. The period for informal negotiations shall not extend beyond thirty (30) days beginning with written notice by one party to the other affected party or parties that a dispute exists, unless agreed to in writing by those parties. If a dispute between the United States and Coos County cannot be resolved by informal

negotiations, then the position advanced by the United States shall be considered binding unless, within fourteen (14) days after the end of the informal negotiations period, Coos County files a motion with the Court seeking resolution of the dispute. The motion shall set forth the nature of the dispute and a proposal for its resolution. The United States shall have thirty (30) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, Coos County shall bear the burden of proving by a preponderance of the evidence that the United States' position is not in accordance with the objectives of this Consent Decree and the CWA, and that Coos County's position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

35. If the United States believes that a dispute is not a good faith dispute, or that a delay would pose or increase a threat of harm to the public or the environment, it may move the Court for a resolution of the dispute prior to the expiration of the thirty (30) day period for informal negotiations. Coos County shall have fourteen (14) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, Coos County shall bear the burden of proving by a preponderance of the evidence that the United States' position is not in accordance with the objectives of this Consent Decree, and that Coos County's position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

36. The filing of a motion asking the Court to resolve a dispute shall not extend or postpone any obligation of Coos County under this Consent Decree, except as provided in Paragraph 42 below regarding payment of stipulated penalties.

X. FORCE MAJEURE

37. Coos County shall perform the actions required under this Decree within the time limits set forth or approved herein, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event

arising from causes beyond the control of Coos County, including its employees, agents, consultants and contractors, which could not be overcome by due diligence and which delays or prevents the performance of an action required by this Consent Decree within the specified time period. A Force Majeure event does not include, inter alia, increased costs of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state or local permits.

38. If Coos County believes that a Force Majeure event has affected Coos County's ability to perform any action required under this Consent Decree, Coos County shall notify the United States in writing within seven (7) calendar days after the event at the addresses listed in Section IX. Such notice shall include a discussion of the following:

- A. what action has been affected;
- B. the specific cause(s) of the delay;
- C. the length or estimated duration of the delay; and
- D. any measures taken or planned by Coos County to prevent or minimize the delay and a schedule for the implementation of such measures.

Coos County may also provide to the United States any additional information that it deems appropriate to support its conclusion that a Force Majeure event has affected its ability to perform an action required under this Consent Decree. Failure to provide timely and complete notification to the United States shall constitute a waiver of any claim of Force Majeure as to the event in question.

39. If the United States determines that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of time of the delay caused by the Force Majeure event. Coos County shall coordinate with the Corps to

determine when to begin or resume the operations that had been affected by any Force Majeure event.

40. If the parties are unable to agree whether the conditions constitute a Force Majeure event, or whether the length of time for fulfilling the provision of the Consent Decree at issue should be extended, any party may seek a resolution of the dispute under the procedures in Section VI of this Consent Decree.

41. Coos County shall bear the burden of proving (1) that the noncompliance at issue was caused by circumstances entirely beyond the control of Coos County and any entity controlled by Coos County, including its contractors and consultants; (2) that Coos County or any entity controlled by Coos County could not have foreseen and prevented such noncompliance; and (3) the number of days of noncompliance that were caused by such circumstances.

XI. STIPULATED PENALTIES

42. After entry of this Consent Decree, if Coos County fails to timely fulfill any requirement of the Consent Decree (including Appendices A (Site Specific Restoration) and B (SEPs)), Coos County shall pay a stipulated penalty to the United States for each violation of each requirement of this Consent Decree as follows:

- | | | |
|----|---|--------------------|
| A. | For Day 1 up to and including
Day 30 of non-compliance | \$1000.00 per day |
| B. | For Day 31 up to and including
60 of non-compliance | \$2,000.00 per day |
| C. | For Day 61 and beyond
of non-compliance | \$3,000.00 per day |

Such payments shall be made without demand by the United States on or before the last day of the month following the month in which the stipulated penalty accrued.

43. Any disputes concerning the amount of stipulated penalties, or the underlying violation that gives rise to the stipulated penalties that cannot be resolved by the parties pursuant to the Dispute Resolution provisions in Section IX and/or the Force Majeure provisions in Section X shall be resolved upon motion to this Court as provided in Paragraphs 34 and 35.

44. The filing of a motion requesting judicial review shall stay Coos County's obligation to pay any stipulated penalties with respect to the disputed matter pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Decree. In the event that Coos County does not prevail on the disputed issue, stipulated penalties shall be paid by Coos County as provided in this Section.

45. To the extent Coos County demonstrates to the Court that a delay or other non-compliance was due to a Force Majeure Event (as defined in Paragraph 37 above) or otherwise prevails on the disputed issue, the Court shall excuse the stipulated penalties for that delay or non-compliance.

46. In the event that a stipulated penalty payment is applicable and not made on time, interest will be charged in accordance with the statutory judgment interest rate provided for in 28 U.S.C. § 1961. The interest shall be computed daily from the time the payment is due until the date the payment is made. The interest shall also be compounded annually.

47. The United States may, in the unreviewable exercise of its discretion, reduce or waive Stipulated Penalties otherwise due under this Consent Decree.

48. Coos County shall make any payment of a stipulated penalty by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number (2004-R00866), and the Corps and the DOJ case number (DJ # 90-5-1-1-17191). Payment shall

be made in accordance with instructions provided to Coos County by the Financial Litigation Unit of the United States Attorney's Office for the United States District of Oregon. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Further, upon payment of any stipulated penalties, Coos County shall provide written notice, at the addresses specified in Section XII of this Decree.

XII. NOTICES

49. All notices and communications required under this Consent Decree shall be made to the parties through each of the following persons and addresses:

A. TO THE CORPS:

Misty Latcu, Assistant District Counsel
US Army Corps of Engineers
Office of Counsel
P.O. Box 2946
Portland, Oregon 97208-2946

B. TO THE UNITED STATES DEPARTMENT OF JUSTICE

Section Chief
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

C. TO COOS COUNTY:

Jacqueline Haggerty
Coos County Courthouse
250 N. Baxter
Coquille, OR 97423

Jay Waldron
Schwabe Williamson & Wyatt, P.C.
1211 SW Fifth Ave.
Suite 1700
Portland, OR 97204

50. Any party may, by written notice to the other parties, change its designated notice recipient or notice address provided above.

51. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual written agreement of the parties.

XIII. COSTS OF SUIT

56. Each party to this Consent Decree shall bear its own costs and attorneys' fees in this action. Should Coos County subsequently be determined by the Court to have violated the terms or conditions of this Consent Decree, Coos County shall be liable for any costs or attorneys' fees incurred by the United States in any action against Coos County for noncompliance with or enforcement of this Consent Decree.

XIV. PUBLIC COMMENT

57. The parties acknowledge that after the lodging and before the entry of this Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Consent Decree if the comments received disclose facts which lead the United States to conclude that the proposed judgment is inappropriate, improper, or inadequate. Coos County consents to entry of this Consent Decree without further notice unless, after the public notice and comment period, the United States affirmatively and expressly withdraws or withholds its consent, in which case Coos County reserves the right to withdraw its consent.

XV. CONTINUING JURISDICTION OF THE COURT

58. This Court shall retain jurisdiction over this action until termination of the Consent Decree, for the purpose of resolving all disputes arising under this Consent Decree or

entering Orders modifying this Consent Decree, pursuant to Section IX (Dispute Resolution) and Section XVI (Modification), or effectuating or enforcing compliance with the terms of this Consent Decree.

XVI. MODIFICATION

59. Upon its entry by the Court, this Consent Decree shall have the force and effect of a final judgment. Any modification of this Consent Decree shall be in writing, and shall not take effect unless signed by both the United States and Coos County and approved by the Court.

XVII. TERMINATION

60. Except for Paragraphs 25 and 26, this Consent Decree may be terminated by either of the following:

A. Coos County and the United States may at any time make a joint motion to the Court for termination of this Decree or any portion of it; or

B Coos County may make a unilateral motion to the Court to terminate this Decree after each of the following has occurred:

1. Coos County has obtained and maintained compliance with all provisions of this Consent Decree for twelve (12) consecutive months;
2. Coos County has paid all penalties and other monetary obligations hereunder;
3. Coos County has certified compliance pursuant to subparagraphs 1 and 2 above to the Court and all Parties; and
4. Within forty-five (45) days of receiving such certification from Coos County, the Corps has not contested in writing that such compliance has been achieved. If the Corps disputes Coos County's full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the Parties or

the Court.

XVIII. EFFECTIVE DATE

61. The Effective Date of this Consent Decree shall be the date upon which the Consent Decree is entered by the Court.

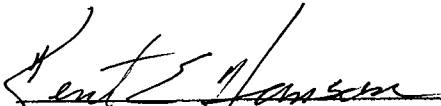
IT IS SO ORDERED.

Dated and entered this _____ day of _____, 2008.

United States District Judge

FOR THE UNITED STATES:

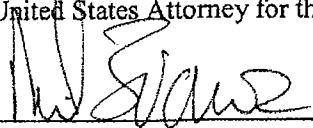
RONALD J. TENPAS
Assistant Attorney General
Environment and Natural Resources Division



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MICHAEL B. SCHON
Environmental Defense Section
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(202) 514-2327

Dated: 4/4/2008

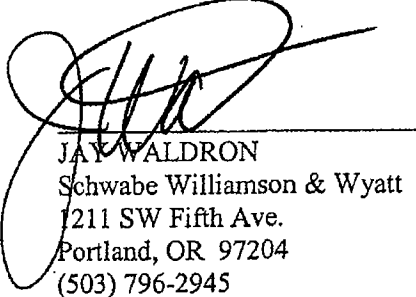
KARIN IMMERGUT
United States Attorney for the District of Oregon



NEIL EVANS
Assistant United States Attorney
1000 S.W. Third Avenue, Suite 600
Portland, OR 97204
(503) 727-1053

Dated: 4-2-08

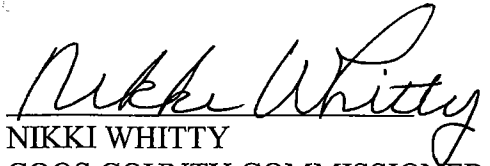
FOR COOS COUNTY:



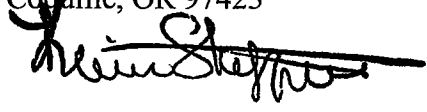
JAY WALDRON
Schwabe Williamson & Wyatt
1211 SW Fifth Ave.
Portland, OR 97204
(503) 796-2945

Dated: 3/19/08

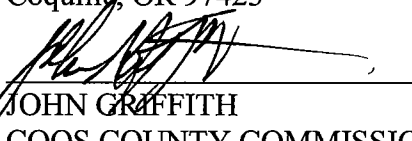
[continued on next page]

2008

NIKKI WHITTY
COOS COUNTY COMMISSIONER
250 North Baxter Street
Coos County Courthouse
Coquille, OR 97423

Dated: 3-13-08


KEVIN STUFFLEBEAN
COOS COUNTY COMMISSIONER
250 North Baxter Street
Coos County Courthouse
Coquille, OR 97423

Dated: 3-13-08


JOHN GRIFFITH
COOS COUNTY COMMISSIONER
250 North Baxter Street
Coos County Courthouse
Coquille, OR 97423

Dated: 3.13.08

xx-1